

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOAL	<b>Page</b> 1 <b>of</b> 53
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W58RGZ-07-R-0495		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007JUN15	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> US ARMY AVIATION & MISSILE COMMAND AMSAM-AC-RD-F REDSTONE ARSENAL AL 35898-5280			<b>Code</b> W58RGZ	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 10:00am (hour) local time 2007JUL16 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> NATALYNN WEDDLE <b>E-mail address:</b> NATALYNN.WEDDLE@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (256)842-6011
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	15	X	J	List of Attachments	43
X	D	Packaging and Marking	16	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	17	X	K	Representations, Certifications, and Other Statements of Offerors	44
X	F	Deliveries or Performance	18				
X	G	Contract Administration Data	20	X	L	Instrs., Conds., and Notices to Offerors	49
X	H	Special Contract Requirements	23		M	Evaluation Factors for Award	

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
<b>Code</b>			<b>Code</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 53
	PIIN/SIIN W58RGZ-07-R-0495	MOD/AMD	

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Regulatory Cite		Title	Date
A-1	52.204-4000	SIGNATURE AUTHORITY (USAAMCOM)	OCT/2000
(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.			
(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:			
(1) Furnished as an attachment to its offer; or			
(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;			
(3) Furnished upon receipt of a specific request for the information from the contracting officer.			
(End of Clause)			

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>UH-1H REFURSBISHMENT</u></p> <p>NOUN: UH-1H REFURBISHMENT SECURITY CLASS: Unclassified</p> <p>UH-1H Huey Refurbishment in accordance with the attached statement of work, paragraph 6.7. This CLIN is firm fixed price.</p> <p>(End of narrative B001)</p>				
0001AA	<p><u>UH-1H HUEY REFURBISHMENT</u></p> <p>NOUN: REFURBISHMENT BASIC LABOR</p> <p>Refurbishment Labor Firm Fixed Price CLIN IAW the attached statement of work, paragraph 6.7.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC                                  SUPPL REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD 001</p> <p>FOB POINT: Origin</p>		EA	\$ _____	\$ _____
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: BASIC MAT'L TO SUPPORT 0001AA</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Basic Material to Support CLIN 0001AA. This CLIN is Firm-Fixed-Price in accordance with the attached statement of work, paragraph 6.7.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Origin</p>				
0002	<p><u>OVER AND ABOVE MATERIAL</u></p> <p>NOUN: OVER AND ABOVE MATERIAL SECURITY CLASS: Unclassified</p> <p>Over and Above Material in accordance with the Statement of Work (SOW), paragraph 5. This CLIN is Cost Reimbursable.</p> <p>(End of narrative B001)</p>				
0002AA	<p><u>CONTRACTOR ACQUIRED PARTS</u></p> <p>NOUN: OVER AND ABOVE MATERIAL</p> <p>Contractor Acquired Parts in the amount of _____, including a material handling cost of _____(no fee). In accordance with the Statement of Work (SOW), paragraph 5.</p> <p>(End of narrative B001)</p>		EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD 001  FOB POINT: Origin   <u>VENDOR SERVICES</u>  NOUN: VENDOR SERVICES SECURITY CLASS: Unclassified   Vendor Services in accordance with the attached SOW, paragraph 6. This CLIN is Cost Reimbursable.   (End of narrative B001)				
0003AA	<u>VENDOR COMPONENTS REPAIR</u>  NOUN: VENDOR COMPONENTS REPAIR  This CLIN is provided on a cost Reimbursable basis in the amount of _____, including a material handling cost of _____(no fee). In accordance with the Statement of Work (SOW), paragraph 6.   (End of narrative B001)		LO	\$ _____	\$ _____
	<u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD 001  FOB POINT: Origin				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-07-R-0495 MOD/AMD	Page 6 of 53
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	<p><u>ENGINEERING &amp; SUPPORT SERVICES IAW</u></p> <p>NOUN: ENGINEERING SUSTAINMENT</p> <p>This CLIN is provided on a cost Reimbursable basis in the amount of _____, including a material handling cost of _____(no fee). In accordance with the Statement of Work (SOW), paragraph 3.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Origin</p>		LO	\$ _____	\$ _____
0004	<p><u>OVER &amp; ABOVE FOR REFURBISHMENT HR</u></p> <p>NOUN: OVER AND ABOVE SECURITY CLASS: Unclassified</p> <p>Over and Above hours for Refurbishment, in accordance with the SOW, paragraph 9. This CLIN is Firm Fixed Price.</p> <p>(End of narrative B001)</p>				
0004AA	<p><u>OVER &amp; ABOVE HOURS</u></p> <p>NOUN: OVER &amp; ABOVE</p> <p>Over and above in accordance with paragraph 9 of the SOW. Hours at Firm Fixed Price Labor Rate. O&amp;A hours will be negotiated with DCMA.</p> <p>(End of narrative B001)</p>		HR	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	<p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p> <p>PREMIUM OVER &amp; ABOVE</p> <p>NOUN: PREMIUM OVER &amp; ABOVE</p> <p>Premium Hours in accordance with paragraph 9 of the SOW and provided on a Fixed Price basis. Hours will be negotiated and approved by the DCMA.</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001</p> <p>FOB POINT: Origin</p>		HR	\$ _____	\$ _____
0005	<p>VAI-OPTION</p> <p>NOUN: VAI-OPTION SECURITY CLASS: Unclassified</p> <p>This Validation, Acceptance, and Inspection in accordance with paragraph 6.7.17 of the SOW. This CLIN is set forth as an option, which the Government may exercise in accordance with the SOW Paragraph 6.7.17 and option provisions of this contract.</p>				





Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<p>NOUN: POST DD250 STORAGE/MAINT</p> <p>This CLIN is provided on a Firm Fixed Price basis. In accordance with attached SOW paragraph 6.7.5.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD</u> 001</p> <p>FOB POINT: Origin</p>				
	<p><u>AIRCRAFT SHIPMENT</u></p> <p>NOUN: AIRCRAFT SHIPMENT SECURITY CLASS: Unclassified</p> <p>Aircraft Shipment. This CLIN is on a Firm Fixed Price basis. In accordance with paragraph 7 of the SOW.</p> <p>(End of narrative B001)</p>				
0007AA	<p><u>SURFACE TRANSPORT EA AIRCRAFT</u></p> <p>NOUN: SURFACE TRANSPORT</p> <p>Transportation of the Aricraft and equipment to the designated point of departure (POD), Dothan, AL. This CLIN is provided on a Firm Fixed Price basis. In accordance with the SOW, paragraph 7.</p> <p>Deliverable aircraft, avionics, and components shall be inspected, preserved, and packaged to prevent deterioration or damage during handling and shipment IAW best commercial practices.</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB	<div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001</div> <div>FOB POINT: Origin</div>				
	<div>VENDOR AIRCRAFT TRANSPORT</div> <div>NOUN: VENDOR AIRCRAFT TRANSPORT</div> <div>This CLIN is Cost Reimbursable, in the amount of _____, inclusive of material handling cost of _____, (no fee), of aircraft not delivered/received at Dothan, AL Airport under CLIN 0007AA. Reference paragraph 7 of the SOW.</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001</div> <div>FOB POINT: Origin</div>		EA	\$ _____	\$ _____
0008	<div>CONTRACTOR OFFSITE TEAMS</div> <div>NOUN: CONTRACTOR OFFSITE TEAMS</div> <div>SECURITY CLASS: Unclassified</div>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	<p>Labor as set forth in CLINS 0008AA and 0008AB below In accordance with attached SOW, paragraph 8. Any material requirements for offsite teams will be handled under CLIN 0002AA.</p> <p>(End of narrative B001)</p> <p><u>CONTRACTOR OFFSITE TEAM DIRECT LABOR</u></p> <p>NOUN: CONTRACTOR OFFSITE TEAM LABOR</p> <p>Actual hours expended during normal work day/week x Firm fixed rate of _____ Must be certified by Government QAT Leader. Travel hours during normal work day/week is considered work hours.In accordance with attached SOW, paragraph 8.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC                          SUPPL <u>REL CD    MILSTRIP    ADDR    SIG_CD    MARK FOR    TP_CD</u> 001</p> <p>FOB POINT: Origin</p>		HR	\$_____	\$_____
0008AB	<p><u>CONTRACTOR OFFSITE PREMIUM HOURS</u></p> <p>NOUN: CONTRACTOR OFFSITE PREMIUIM</p> <p>Premuium hours beyond normal work day/week expended during off-site and provided on a Firm Fixed Price basis. Hours must be certified by Government QAT Leader. In accordance with attached SOW, paragraph 8.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>		HR	\$_____	\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AC	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD</u> 001  FOB POINT: Origin				
	<u>TRAVEL &amp; LODGING COST</u>  NOUN: TRAVEL & LODGING  This CLIN is provided on a cost Reimbursable basis in the amount of _____, inclusive of any applicable burdens at a cost of _____(no fee), in accordance with the attached SOW, paragraph 8.  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD</u> 001  FOB POINT: Origin		LO	\$ _____	\$ _____
0009	<u>DATA</u>  NOUN: CDRLS SECURITY CLASS: Unclassified  DATA In accordance with attached SOW, paragraph 9.  (End of narrative B001)				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
0009AA	<p>Reporting Requirements provided as not separately priced, in accordance with paragraph 9 of the SOW and the Contract Data Requirements List.</p> <p>(End of narrative B002)</p> <p><u>DATA</u></p> <p>1</p> <p>NOUN: CDRLS</p> <p>Data in accordance with attached SOW, paragraph 9.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td>SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td></tr><tr><td><u>ADDR</u></td><td><u>SIG CD</u></td></tr><tr><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>3</td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td></tr><tr><td>001</td><td>1</td></tr><tr><td><u>DEL DATE</u></td><td></td></tr><tr><td>AS REQUIRED</td><td></td></tr></table> <p>FOB POINT: Origin</p> <p>SHIP TO:</p> <p>(Y00000)      SEE BELOW FOR SHIPPING INSTRUCTIONS</p>	DOC	SUPPL	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	3	<u>DEL REL CD</u>	<u>QUANTITY</u>	001	1	<u>DEL DATE</u>		AS REQUIRED		1	LO	\$ ** NSP **	\$ ** NSP **
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<u>REL CD</u>	<u>MILSTRIP</u>																						
<u>ADDR</u>	<u>SIG CD</u>																						
<u>MARK FOR</u>	<u>TP CD</u>																						
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<u>DEL REL CD</u>	<u>QUANTITY</u>																						
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<u>DEL DATE</u>																							
AS REQUIRED																							

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 14 of 53</b>
<b>Name of Offeror or Contractor:</b>		

B-1 ESTIMATED COST AND PAYMENT

- a. In consideration for its undertaking under this contract, the government shall pay to the contractor the cost thereof determined by the contracting officer to be allowable subject to the provisions of the clause entitled "Allowable Cost and Payment" of the general provision of this contract.
- b. Indirect Costs: Interim reimbursable for Indirect Costs shall be at the fixed rates negotiated and set forth in the contract.
- d. The Cost of Material (Contractor acquired parts and components), Vendor component Repair/Subcontract Services, and Travel shall be reimbursed in accordance with the clause entitled " Allowable Cost and Payment" of the General Provisions of this contract. However, notwithstanding any other clauses contained herein, no Fixed Fee shall be paid on Material, Subcontract, Transportation, and Travel.

B-2 OPTIONS

CLIN 0005, Validation, Acceptance, and Inspection(VAI) is set out as an option. The government may perform a VAI on the first or second aircraft which is ready for presentation to the USG for DD250 in accordance with paragraph 6.7.17 of the Statement of Work. the government will notify the Contractor of their intent to exercise the option, which will be a 3-4 day event, and will exercise the option by modification to the contract.

\*\*\* END OF NARRATIVE B0001 \*\*\*

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.247-4005	STATEMENT OF WORK (SOW)--FEDERAL AVIATION ADMINISTRATION (FAA) AIRWORTHINESS APPROVAL TAG (USAAMCOM)	SEP/1996

If any of the items that are the subject of this procurement are also currently being sold to commercial customers and an FAA Form 8130-3, Airworthiness Approval Tag, is required to accompany these parts, the offeror shall:

- a. Identify, in its proposal, these parts; and
- b. If awarded the contract, provide FAA Form 8130-3 to the Government upon delivery of the parts.

(End of Clause)

C-2 The Statement of Work and attachments are incorporated into this contract.

\*\*\* END OF NARRATIVE C0001 \*\*\*

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
D-1 52.208-4700	REPLACEMENT PRESERVATIVE FOR PENTACHLOROPHENOL (USAAMCOM)	JUL/2001
If packaging requirements of this contract specify the use of wood products and a preservative is required, Pentachlorophenol, commonly referred to as "Penta" or "PCP" is prohibited. Replacement preservatives are 2 percent copper naphthenate, 3 percent zinc naphthenate or 1.8 percent copper 8 quinolinolate.		

(End of Clause)



Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246- 1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
E-2	52.246- 2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-3	52.246- 3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-4	52.246- 4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-5	52.246- 5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-7	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
E-8	52.246-4000	INTERNATIONAL LOGISTICS QUALITY CHECK (USAAMCOM)	MAR/2000

Supplies scheduled for delivery to Foreign Government(s) are subject to an International Logistics Quality Check by the Government prior to shipment. The contractor shall notify the cognizant contract administration office fifteen (15) days in advance of submitting Grant Aid/Foreign Military Sales material for Government inspection/acceptance so that arrangements can be made for an International Logistics Quality Check to be performed (by the Government) simultaneously with regular Government final inspection.

(END OF CLAUSE)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 18 of 53</b>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989)--ALTERNATE I	APR/1984
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
F-8	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

(a) The term "f.o.b. origin, with differentials," as used in this clause, means--

- (1) Free of expense to the Government delivered--
  - (i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;
  - (ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;
  - (iii) To a U.S. Postal Service facility; or
  - (iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and
- (2) Differentials for mode of transportation, type of vehicle, or place of delivery as indicated in Contractor's offer may be added to the contract price.
- (b) The Contractor shall--
  - (1)(i) Pack and mark the shipment to comply with contract specification; or
  - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
  - (2)(i) Order specified carrier equipment when requested by the Government; or
  - (ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
  - (3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;
  - (4) Be responsible for any loss of and/or damage to the goods--
    - (i) Occurring before delivery to the carrier;
    - (ii) Resulting from improper packing and marking; or
    - (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
  - (5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--
    - (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
    - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
    - (iii) Lengths and capacities of cars or trucks ordered and furnished;

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b></p>	<p><b>Page 19 of 53</b></p>
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**Name of Offeror or Contractor:**

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) (1) It may be advantageous to the offeror to submit f.o.b. origin prices that include only the lowest cost to the Contractor for loading of shipment at the Contractor's plant or most favorable shipping point. The cost beyond that plant or point of bringing the supplies to the place of delivery and the cost of loading, blocking, and bracing on the type vehicle specified by the Government at the time of shipment may exceed the offeror's lowest cost when the offeror ships for the offeror's account. Accordingly, the offeror may indicate differentials that may be added to the offered price. These differentials shall be expressed as a rate in cents for each 100 pounds (CWT) of the supplies for one or more of the options under this clause that the Government may specify at the time of shipment.

(2) These differential(s) will be considered in the evaluation of offers to determine the lowest overall cost to the Government. If, at the time of shipment, the Government specifies a mode of transportation, type of vehicle, or place of delivery for which the offeror has set forth a differential, the Contractor shall include the total of such differential costs (the applicable differential multiplied by the actual weight) as a separate reimbursable item on the Contractor's invoice for the supplies.

(3) The Government shall have the option of performing or arranging at its own expense any transportation from Contractor's shipping plant or point to carrier's facility at the time of shipment and, whenever this option is exercised, the Government shall make no reimbursement based on a quoted differential.

(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_ (carload, truckload, less-load,  
 \_\_\_\_\_ wharf, flatcar, driveaway, etc.)

**F-9 SHIPPING AUTHORIZATIONS**

- Shipping instructions will be provided as appropriate.
- FMS Shipping will be IAW the provisions of the Military Assistant Program Address Directory (MAPAD), DoD 4000.25-8-M. All aircraft shall be prepared for shipment IAW TM-55-1500-339-S, USAF T.O 1C-5A-9-2, FSSP AH-1 Maintenance Manuals or as required by the Transportation Service.

**F-10 CONTRACT PERIOD OF PERFORMANCE**

The period of performance of this contract is 11 months from the date of award.

**F-11 ALL CLINS, as applicable, are FOB Origin.**

\*\*\* END OF NARRATIVE F0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 20 of 53</b>
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**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
G-1 252.232-7003	ARMY ELECTRONIC INVOICING INSTRUCTIONS	FEB/2006

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

☒ Wide Area Workflow (WAWF) (see instructions below)

☐ Web Invoicing System (WinS)(<https://ecweb.dfas.mil>)

☐ American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

☐ Other (please specify) \_\_\_\_\_

DFAS POC and Phone: \_\_\_\_\_

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF INSTRUCTIONS

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS)COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS, P.O. BOX 182264, COLUMBUS, OH 43218-2264.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT

- ☐ Commercial Item Financing
- ☐ Construction Invoice (Contractor Only)
- ☐ Invoice (Contractor Only)
- ☐ Invoice and Receiving Report (COMBO)
- ☐ Invoice as 2-in-1 (Services Only)
- ☐ Performance Based Payment (Government Only)
- ☐ Progress Payment (Government Only)
- ☐ Cost Voucher (Government Only)
- ☐ Receiving Report (Government Only)
- ☐ Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

- ☐ Summary Cost Voucher (Government Only)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 21 of 53
	PIIN/SIIN	MOD/AMD	

**Name of Offeror or Contractor:**

ISSUE BY DODAAC: -5-

ADMIN BY DODAAC: -6-

INSPECT BY DODAAC: -7-

ACCEPT BY DODAAC: -8-

SHIP TO DODAAC: -9-

LOCAL PROCESSING OFFICE DODAAC: -10-

PAYMENT OFFICE FISCAL STATION CODE: -11-

EMAIL POINTS OF CONTACT LISTING: -12-

INSPECTOR: -13-

ACCEPTOR: -14-

RECEIVING OFFICE POC: -15-

CONTRACT ADMINISTRATOR: -16-

CONTRACTING OFFICER: -17-

ADDITIONAL CONTACT: -18-

For more information, contact -19-.

G-2 52.242-4001 PREPARATION AND DISTRIBUTION OF DD FORM 250 (MIRR) (USAAMCOM) OCT/2000

(a) In addition to the requirement of DOD FAR Supplement Appendix F, when preparing DD Form 250 (MIRR), Material Inspection and Receiving Report, the Contractor shall identify in Block 16, for each shipment entry, the PRON number when cited in the contract.

(b) The mailing address for the distribution of DD Form 250 (MIRR) to the National Inventory Control Point/Inventory Control Manager is as follows:

Commander  
U.S. Army Aviation and Missile Command  
ATTN: AMSAM-AC-LS  
Redstone Arsenal, AL 35898-5000

(c) When the solicitation includes Foreign Military Sales (FMS) requirements, the Contractor shall forward one (1) copy of the DD Form 250 (MIRR) and one copy of the shipping document to the Foreign Military Sales Representatives at the following address:

Commander  
U.S. Army Aviation and Missile Command  
ATTN: AMSAM-SA  
Redstone Arsenal, AL 35898-5000

G-3 52.245-4006 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE (USAAMCOM) OCT/1992

(a) This contract will require government property to be provided to the contractor. Shipments of government property to contractors cannot be accomplished without an assigned contractor Department of Defense Activity Address Code (DODAAC).

(b) The DODAAC will be a unique code assigned specifically to each contract/delivery order to be effective for the term of the contract/delivery order and will expire upon completion of the contract/delivery order.

(c) To facilitate the assignment of the DODAAC, the contractor must provide the following information:

Name of Offeror or Contractor:

(1) Mailing address (including 9 digit zip code):

(2) Freight address:

(3) Contractor and Government Entity (CAGE) Code  
where the government property is to be delivered:

(4) Standard Point Location Code (SPLC):

(d) The contractor awarded this contract will be notified of the DODAAC when assigned, (approximately 30 days after award). No government property will be provided prior to the assignment of the DODAAC.

(End of clause)

G-4 VOUCHER SUPPORT DOCUMENTATION

ALL VOUCHERS SUBMITTED FOR PAYMENT UNDER THIS CONTRACT SHALL INCLUDE DOCUMENTATION TO SUPPORT EFFORT BILLED. THIS DOCUMENTATION SHALL BE SUBMITTED TO THE TECHNICAL/QUALITY REPRESENTATIVE FOR THE PURPOSE OF ASSURING (1) THAT THE WORK, SUPPLIES OR SERVICES BILLED WERE RECEIVED, AND (2) THAT THE AMOUNTS BILLED ARE REASONABLE EXPENDITURES FOR PERFORMANCE OF THE BILLED EFFORT. THE CONTRACTOR SHALL MAINTAIN HIS RECORDS TO FACILITATE AND SUPPORT BILLINGS BY LINE ITEM, SUBLINE ITEM, OR EXHIBIT LINE ITEM WHEN CITED.

G-5 CONTRACT PAYMENT, ALTERNATE I, REG REF 52.232-4713 (USAAMCOM)

THE PAYING OFFICE SHALL ENSURE THAT THE INVOICE/VOUCHER IS DISBURSED FROM EACH ACRN AS INDICATED ON THE INVOICE/VOUCHER (OR AS SPECIFIED HEREIN).

G-6 CONTRACT ADMINISTRATION, REG REF 52.242-4700 (USAAMCOM)

ADMINISTRATIVE CONTRACTING OFFICER (ACO) FUNCTIONS FOR THIS CONTRACT ARE DELEGATED TO THE ADDRESS IN BLOCK 6, "ADMINISTERED BY," ON PAGE ONE OF THE CONTRACT. ALL CORRESPONDENCE OF AN ADMINISTRATIVE NATURE SHOULD BE FORWARDED TO THE ACO, WITH AN INFORMATION COPY TO THE PCO, ADDRESS IN BLOCK 5 ON PAGE ONE OF THE CONTRACT.

\*\*\* END OF NARRATIVE G0001 \*\*\*

**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 52.242-4702 Technical Liaison and Surveillance Clause

JUN/1997

Performance by the Contractor of the functional aspects of this contract shall be under the cognizance of the Contracting Officer's Representative (COR)/Technical Monitor. All functional liaison and functional surveillance of the contractor, within the scope of this contract, will be furnished by THE COR/Technical Monitor, or his authorized representative. Communication of functional matters pertaining to this contract shall be directly between the Contractor and the US Army Aviation and Missile Command, Security Assistance Management Directorate (SAMd), AMSAM-SA/ATTN: COR/ Technical Monitor, Redstone Arsenal, AL 35898, with a copy of such correspondence to the ACO and PCO.

The above clause is governed by the following:

No change in the scope or within the scope of this contract, which would effect a change in any term or provision of this contract shall be made except by a modification executed by the Contracting Officer. The Contractor is responsible to insure that all contractor personnel are knowledgeable and cognizant of this contract provision. Changes to contract Statement of Work effort accepted and performed by contractor personnel outside of the contract without specific authorization of the Contracting Officer shall be the responsibility of the Contractor.

## H-2 Material Management

a. The Contractor shall manage all Contractor Acquired Parts (CAP), US Government supplied and country owned material necessary to support this program IAW FAR 52.245-2. Contractor acquired parts shall conform to FAA/OEM Standards and shall be acquired from FAA/OEM certified sources. The FAA Flight Safety Critical Aircraft Parts Program shall apply. The Army Flight Safety Parts Program is not applicable to this SOW.

b. Disposition and Disposal of Flight Safety Critical Aircraft Parts

The contractor shall ensure the Disposal of Flight Safety Critical Aircraft Parts are IAW Technical Manual Aeronautical Equipment Maintenance Management Policies and Procedures TM 1-1500-328-23, Section IX, Processing Requirements for Aeronautical Equipment Prior to Disposal, Federal Property Management Regulations (FPMR) 41 CFR 101-37.610, Part 101-45, FAR 45.610, FAR 45.611 and as approved by PCO/ACO.

c. Parts Supply Order of Precedence

The contractor shall acquire all parts and components necessary to fulfill the terms of this SOW in the following order of precedence:

1) Repair, 2) Salvage Aircraft, 3) Repair salvage parts if the cost is advantageous to the USG, 4) Country or USG / SAMD managed Inventory Stocks, 5) Requisition to USG Supply System if USG requisitioning procedures have been established, and 6) Contractor Acquired Parts. The Contractor shall immediately notify the PCO, ACO and SAMD of any parts orders under this supply order of precedence that will impact any Aircraft Production Schedule.

d. Government Furnished Equipment, Parts, Material

All Government furnished equipment, parts and material shall be maintained and accounted for, IAW the Contracts Property Clauses. The equipment shall be maintained and calibrated IAW applicable Technical Manuals.

## H-3 OVER AND ABOVE WORK

a. The Contractor shall prepare an Additional Work Request (AWR) for PCO/ACO approval before commencement of work IAW DFARS 252.217-7028 and Contractors USG approved AWR procedures. The AWR shall include as a minimum the information specified in paragraph 9.1.of the SOW. This authorization may be delegated down to on site USG personnel (DCMA) by the PCO.

b. Requirements

The aircraft PSA discrepancies, engine, armament or component repair, refurbishment, or overhaul AWR shall include at a minimum the aircraft identification, work request number, documented discrepancy, proposed corrective action with criteria for performance (e.g., technical publication paragraph/work instruction), proposed direct labor hours required to correct the discrepancy (Proposed man-hours will be broken down by each operational step as listed in the corrective action or attached instructions), an itemized breakdown of all material and total costs by CLIN/SLIN to perform the repairs. The number of required direct labor hours shall be negotiated between the Contractor and the ACO to establish the FFP for the Work Authorization under the over and above procedures established in an MOA between the ACO and Contractor. The Contractor shall certify that the work is not otherwise covered in firm fixed-price efforts.

c. Work Authorization to Perform

The contractor shall not perform any Over and Above work or Additional Work Requests until authorized by the PCO/ACO. If the PCO/ACO determines the work is required, the PCO/ACO will approve the AWR; however the PCO/ACO may issue verbal authorization in emergency cases.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 24 of 53</b>
<b>Name of Offeror or Contractor:</b>		

d. Authorized Over and Above Tasks

The following work efforts are nonexhaustive examples and will be considered over and above tasks in the Statement of Work:

1. All defects identified during the PSA.
2. Aircraft wiring repairs as a result of the ACA.
3. Corrected discrepancies identified by work in process inspections.
4. Maintenance repair actions not covered under Firm Fixed Price Tasks and Flight Safety Message compliance.
5. Any changes to technical data after Date of Contract Award the Contractor would have to perform as additional work.
6. Post DD 250 special services, maintenance discrepancies and procedures, or other readiness discrepancies detected while in flyable storage (not covered by the Firm Fixed Price tasks of Para 6.7.5 in the SOW) in preparation for delivery.
7. Unusual maintenance, logistics, or refurbishment requirements that are not included in the SOW as directed by the PCO/ACO. Unusual requirements are additional actions or tasks requested by the USG or the Customer to be performed on the aircraft during the refurbishment phase or after DD250.
8. Seven (7) day pre-delivery Limited Test Flight (LTF).
9. The Contractors processing of salvage aircraft (demilitarization, intermediate storage, parts removal, parts installation, inspection, and repairs).
10. The Contractor's Off-Site Maintenance Team(s) personnel may be required to work overtime in support of performing all necessary work to place the aircraft in an operational/flyable status at the off-site location, as authorized and directed by the PCO/ACO.
11. Labor and services in support of USG requested transportation of parts or aircraft.
12. Any tasks not required to be performed by the Contractor on 100% of all aircraft inducted under this Contract and any tasks/services performed by the contractor that is not identified in the SOW shall be considered as O&A.

H-4 English Language:

All deliverables, shall be in the English language unless otherwise specified.

H-5 OFF-SHORE PROCUREMENT: Foreign Participation IAW 22USC2791(c), Section 42(c) of the Arms Export Control Act, & DOD 5105.38-M, 90210 (Security Assistance Management Manual):

The prime contractor and all team members, if any, must be incorporated in the United States. No material manufactured outside of the United States may be used in the performance of this contract (with the exception of GFP/GFM) without the express written authorization of the PCO, or as permitted or required by the delivery order. No labor may be performed outside the United States without the express written authorization of the PCO, or as permitted or required by the Contractor Off-Site Teams.

H-6 Ground And Flight Risk Clause (DFARS 252.228-7001) and Army Regulation 95-20 apply to FMS Country Aircraft and contractor operations unless otherwise specified.

H-7 Type of Contract

The Government contemplates award of a Contract with both Firm Fixed Price CLINs and Cost Reimbursable CLINS as set forth in the CLIN section of this contract.

\*\*\* END OF NARRATIVE H0001 \*\*\*



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 25 of 53
	PIIN/SIIN W58RGZ-07-R-0495	MOD/AMD	

**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202- 1	DEFINITIONS	JUL/2004
I-2	52.203- 3	GRATUITIES	APR/1984
I-3	52.203- 5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203- 6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203- 7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204- 4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006) - ALTERNATE A (DFARS 252.204-7004)	NOV/2003
I-11	52.209- 6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215- 2	AUDIT AND RECORDS--NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-19	52.216- 7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-20	52.216- 8	FIXED FEE	MAR/1997
I-21	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-22	52.216-15	PREDETERMINED INDIRECT COST RATES	APR/1998
I-23	52.219- 8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219- 9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-25	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-26	52.222- 1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-28	52.222-21	PROHIBITION ON SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-33	52.222-50	COMBATING TRAFFICKING IN PERSONS	APR/2006
I-34	52.223- 6	DRUG-FREE WORKPLACE	MAY/2001
I-35	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-36	52.226- 1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-37	52.227- 1	AUTHORIZATION AND CONSENT	JUL/1995
I-38	52.227- 2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.227- 3	PATENT INDEMNITY	APR/1984
I-40	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-41	52.230- 2	COST ACCOUNTING STANDARDS	APR/1998
I-42	52.230- 3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-43	52.230- 6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-44	52.232- 1	PAYMENTS	APR/1984
I-45	52.232- 8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-16	PROGRESS PAYMENTS -- (The blank in paragraph (1) is filled in with 30th)	APR/2003
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-20	LIMITATION OF COST	APR/1984
I-50	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)--ALTERNATE I	APR/1984
I-51	52.232-25	PROMPT PAYMENT	OCT/2003
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-53	52.233- 1	DISPUTES	JUL/2002

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 53
	PIIN/SIIN W58RGZ-07-R-0495	MOD/AMD	

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.233- 3	PROTEST AFTER AWARD	AUG/1996
I-55	52.233- 3	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I	JUN/1985
I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-57	52.242- 3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243- 1	CHANGES -- FIXED-PRICE	AUG/1987
I-60	52.243- 2	CHANGES -- COST-REIMBURSEMENT	AUG/1987
I-61	52.243- 7	NOTIFICATION OF CHANGES (the blanks in paragraphs (b) and (d) are completed with thirty (30))	APR/1984
I-62	52.244- 5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-63	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-64	52.247- 1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
I-65	52.247-68	REPORT OF SHIPMENT (RESHIP)	FEB/2006
I-66	52.248- 1	VALUE ENGINEERING	FEB/2000
I-67	52.249- 2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-68	52.249- 6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-69	52.249- 8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-70	52.253- 1	COMPUTER GENERATED FORMS	JAN/1991
I-71	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-72	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-73	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-74	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-75	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-76	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-77	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-78	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-79	252.217-7028	OVER AND ABOVE WORK	DEC/1991
I-80	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/2007
I-81	252.222-7006	COMBATING TRAFFICKING IN PERSONS	OCT/2006
I-82	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION AFTER AWARD	DEC/2006
I-83	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	DEC/2006
I-84	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-85	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-86	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
I-87	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-88	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-89	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-90	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	NOV/1995
I-91	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION	JUN/1995
I-92	252.227-7037	MARKED WITH RESTRICTIVE LEGENDS	SEP/1999
I-93	252.228-7001	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1996
I-94	252.228-7005	GROUND AND FLIGHT RISK	DEC/1991
I-95	252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES	DEC/1991
I-96	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-97	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
I-98	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAR/2007
I-99	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-100	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-101	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-102	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-103	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-104	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	JAN/2007
I-105	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-106	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W58RGZ-07-R-0495      <b>MOD/AMD</b></p>	<p><b>Page 27 of 53</b></p>
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**Name of Offeror or Contractor:**

\*Insert -1- in the blank in paragraph (a) within the above referenced clause.

I-106                      52.244-2                      SUBCONTRACTS                      AUG/1998  
(a) Definitions. As used in this clause --

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that --

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds --

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- 1-
- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
  - (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor.
  - (iv) The proposed subcontract price.
  - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting --
    - (A) The principal elements of the subcontract price negotiations;
    - (B) The most significant considerations controlling establishment of initial or revised prices;
    - (C) The reason cost or pricing data were or were not required;
    - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 28 of 53</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

-2-

(End of clause)

I-107                      52.215-19                      NOTIFICATION OF OWNERSHIP CHANGES                      OCT/1997  
(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 29 of 53</b>
<b>Name of Offeror or Contractor:</b>		

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-108      52.215-21      REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST      OCT/1997  
OR PRICING DATA - MODIFICATIONS

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I-109      52.222-21      PROHIBITION OF SEGREGATED FACILITIES      FEB/1999

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 30 of 53</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

(End of clause)

I-110 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES DEC/2004

(a) Definition. As used in this clause -

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 31 of 53</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

- (e) The requirement to post the employee notice in paragraph (b) does not apply to -
- (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that -
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
  - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall --
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I-111                    52.244- 6                    SUBCONTRACTS FOR COMMERCIAL ITEMS  
(a) Definitions. As used in this clause --

MAR/2007

"Commercial item", as used in this clause, has the meaning contained in Federal Acquisition Regulation 2-101, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplies under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W58RGZ-07-R-0495      <b>MOD/AMD</b></p>	<p align="right"><b>Page 32 of 53</b></p>
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**Name of Offeror or Contractor:**

Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) The following clauses shall be flowed down to subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Sep 2006) (38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
  - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006), not applicable to the Department of Defense.
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I-112	52.245- 2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEV 99-00012)	MAY/2004
		(a) Government-furnished property.	

- (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
- (2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
- (3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
- (4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.
- (b) Changes in Government-furnished property.
- (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 33 of 53</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.
- (c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract-

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon-
  - (A) Issuance of the material for use in contract performance;
  - (B) Commencement of processing of the material or its use in contract performance; or
  - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 34 of 53</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Government-furnished property;
  - (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
  - (3) A decrease in or substitution of Government-furnished property; or
  - (4) Failure to repair or replace Government property for which the Government is responsible.
- (i) Government property disposal. Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.
- (1) Scrap (to which the Government has obtained title under paragraph (c) of this clause). --
    - (i) Contractor with an approved scrap procedure. --
      - (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.
      - (B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that --
        - (1) Requires demilitarization;
        - (2) Is a classified item;
        - (3) Is generated from classified items;
        - (4) Contains hazardous materials or hazardous wastes;
        - (5) Contains precious metals; or
        - (6) Is dangerous to the public health, safety, or welfare.
    - (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.
  - (2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:
    - (i) May purchase the property at the acquisition cost.
    - (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restock fee that is consistent with the supplier's customary practices).
    - (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.
  - (3) Inventory disposal schedules. --
    - (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify --
      - (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
      - (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
    - (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 35 of 53</b>
<b>Name of Offeror or Contractor:</b>		

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for --

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Computers, components thereof, peripheral equipment, and related equipment;

(E) Precious Metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than --

(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;

(ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) Storage. --

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) Disposition instructions. --

(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W58RGZ-07-R-0495      <b>MOD/AMD</b></p>	<p align="center"><b>Page 36 of 53</b></p>
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**Name of Offeror or Contractor:**

equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) Abandonment of Government property. --

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I-113      52.252- 2      CLAUSES INCORPORATED BY REFERENCE      FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:  
<http://www.acqnet.gov/far>

DFARS Clauses:  
<http://www.osd.mil/dpap/dars/dfars/index.htm>

Clause Deviations:  
<http://www.acq.osd.mil/dpap/dars/classdev/index.htm>

(End of clause)

I-114      52.252- 6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-115      252.208-7000      INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIALS      DEC/1991

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metals required for

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W58RGZ-07-R-0495      <b>MOD/AMD</b></p>	<p align="center"><b>Page 37 of 53</b></p>
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**Name of Offeror or Contractor:** \_\_\_\_\_

any first article or production sample), and shall specify the National Stock Number(NSN) and Nomenclature, if known, of the deliverable item requiring precious metals.

<u>Precious Metals*</u>	<u>Quantity</u>	<u>Deliverable Item (NSN and Nomenclature)</u>

\*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract unless the Contractor knows that the item being purchased contains noprecious metals.

I-116                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      NOV/2005

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process](http://guidebook.dcmam.mil/20/guidebook_process) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military of Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal  
Specification or Standard: \_\_\_\_\_

Affected Contract Line Item  
Number, Subline Item Number,  
Component, or Element: \_\_\_\_\_

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 38 of 53</b>
<b>Name of Offeror or Contractor:</b>		

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-117	252.215-7004	EXCESSIVE PASS-THROUGH CHARGES	APR/2007
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(a) Definitions. As used in this clause--

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added substantive value to the contract or subcontract in accomplishing the work performed under the contract.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Performance of work by the Contractor or a subcontractor.

(1) If the Contractor changes the amount of subcontract effort identified in its proposal such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the Contractor shall provide the Contracting Officer with a description of the value added by the Contractor as related to the subcontract effort.

(2) If any subcontractor identified in the proposal changes the amount of lower-tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(3) If any subcontractor not identified in the proposal subcontracts to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist--

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W58RGZ-07-R-0495      <b>MOD/AMD</b></p>	<p align="center"><b>Page 39 of 53</b></p>
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**Name of Offeror or Contractor:**

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for--

- (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;
- (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;
- (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or
- (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

I-118                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA                      MAY/2002

(a) Definitions.

As used in this clause--

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
  - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
  - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items, construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 40 of 53</b>
<b>Name of Offeror or Contractor:</b>		

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shippers sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 41 of 53</b>
<b>Name of Offeror or Contractor:</b>		

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
Total		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

I-119      52.219-4702      PILOT MENTOR-PROTEGE PROGRAM      NOV/2006

1. The Pilot Mentor-Protege Program (MPP) assists small businesses (Proteges) to successfully compete for prime contract and subcontract awards by partnering with large companies or graduated 8(a) firms (Mentors) under individual, project-based Agreements.

2. a. A Mentor firm must be currently performing under at least one active approved subcontract negotiated with DoD or another Federal agency pursuant to FAR 19.702, and be currently eligible for the award of Federal contracts. New mentor applications must be approved and must be submitted to the Office of Small Business Programs (OSBP) of the Cognizant Military Service or Defense Agency (if concurrently submitting a reimbursable Agreement) or to the DoD OSBP, prior to the submission of an Agreement. Mentors and Proteges are solely responsible for finding their counterpart. Legislatively, DoD OSBPs participation in the teaming of partnering Mentors and Proteges is prohibited. Therefore, firms are strongly encouraged to explore existing business relationships to establish a Mentor-Protege relationship.

b. Graduated 8(a) firms may be mentors. To be eligible to participate as a mentor, an 8(a) firm must be --

- 1) A graduated 8(a) firm that provides documentation of its ability to serve as a mentor;
- 2) Approved to participate as a mentor in accordance with DFARS Appendix I-105; and
- 3) A graduate of the 8(a) program. A firm's graduation can be validated by either

(a) The Small Business Dynamic Search link of the Central Contractor Registration (CCR) (<http://www.ccr.gov/>) if the firm retains its small business size, or

(b) Contacting the graduated 8(a) firm's SBA District Office.

3. A Protege firm must be either a small disadvantaged business (SDB), a qualifying organization employing the severely disabled, a women-owned small business (WOSB), a service-disabled veteran-owned small business (SDVOSB), or a historically underutilized business zone (HUBZone). Protege certifications are available from the following sources: for SDB, contact the Small Business Administration (SBA) for certification; for a WOSB, self-certification is sufficient; for an organization employing the severely disabled, they must comply with Section 8046A PL 102-172; for a SDVOSB, they must meet the standards set in Section 8(d)(3) of the Small Business Act (15 U.S.C. 637(d)(3)); and for a HUBZone Small Business, this is a determination to be made by the SBA in accordance with 13 C.F.R. Part 126.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 42 of 53</b>
<b>Name of Offeror or Contractor:</b>		

4. Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the "Program") is encouraged. Under the Program, eligible companies approved as mentor firms enter into mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

5. There are two types of DoD MPP Agreements; direct reimbursement or credit. Direct reimbursed Agreements are those in which the Mentor receives reimbursement costs of developmental assistance provided to the protege. These Agreements are approved by the OSBP of the Cognizant Military Service or Defense Agency as outlined in the Defense Federal Acquisition Supplement (DFARS) Appendix I. Credit Agreements are those in which the Mentor receives a multiple of credit toward their SDB subcontracting goal based on the cost of developmental assistance provided to the Protege. Credit Agreements are currently approved by the Defense Contract Management Agency (DCMA). MPP Agreements must meet the requirements set forth in DFARS Appendix I and the Agreement template. For direct reimbursed Agreement submissions, the Agreement proposal should be submitted to the OSBP of the Cognizant Military Service or Defense Agency. For credit Agreements, the Agreement proposal should be submitted to DCMA. Credit Agreements start on the day they are approved. Direct reimbursement Agreements start on the date that the specific contract vehicle is modified. Mentors cannot incur cost for credit or reimbursement until the Agreement has been approved. Semi-annual reports, annual DCMA performance reviews and Protege 2-year out reports are required for each DoD MPP Agreement.

6. Mentor firms are encouraged to identify and select protege firms from concerns that are defined as: Certified Small Disadvantaged Business, Qualified organization employing the severely disabled, Women-Owned Small Business, Indian-Owned Small Business, Native Hawaiian Organization-Owned Small Business, Qualified HUBZone Small Business, or Service-Disabled Veteran-Owned Small Business.

7. Full details of the program are located at [http://www.acq.osd.mil/osbp/mentor\\_protege/](http://www.acq.osd.mil/osbp/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.72, "Pilot Mentor-Protege Program", or, call the Mentor-Protege Hotline at (800) 540-8857.

8. For additional questions after reviewing the information provided, contact the OSBP serving your area.

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRLS)	01-MAY-2007	038	
Exhibit B	CONTRACT DATA REQUIRMENTS LIST	07-JUL-2007	001	ELECTRONIC IMAGE
Attachment 0001	PERFORMANCE WORK STATEMENT FOR PHILIPPINES REFURBISHMENT PROGRAM UH-1H AIRCRAFT	07-MAY-2007	020	
Attachment 0002	DOCUMENT SUMMARY LIST	07-MAY-2007	005	
Attachment 0003	PERFORMANCE WORK STATEMENT VERSION 1.1 PHILIPPINES CASE PI-B-VBA REFURBISHMENT PROGRAM UH-1H AIRCRAFT	05-JUL-2007	021	ELECTRONIC IMAGE

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offeror.
L	Instructions And Conditions, and Notices to Offerors.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 44 of 53</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-2	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION WITH OFFER	DEC/2006
K-3	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is -1- .

(2) The small business size standard is -2- .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

( ) (i) Paragraph (c) applies.

( ) (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-5	52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB/2001
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(a) Definition. Forced of indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W58RGZ-07-R-0495      <b>MOD/AMD</b></p>	<p align="center"><b>Page 45 of 53</b></p>
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**Name of Offeror or Contractor:**

basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

-1-

-2-

(c) Certification. The government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

K-6                      52.204-8                      ANNUAL REPRESENTATIONS AND CERTIFICATIONS                      JAN/2005

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (b) applies;

[ ] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-7                      52.230- 1                      COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION                      JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 46 of 53</b>
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**Name of Offeror or Contractor:**

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

( ) (1) Certificate of Concurrent Submission of Disclosure Statement

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form Number CASB-DS-1 or CASB-DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed:\_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

( ) (2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:\_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:\_\_\_\_\_

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W58RGZ-07-R-0495      MOD/AMD</p>	<p style="text-align: center;"><b>Page 47 of 53</b></p>
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**Name of Offeror or Contractor:**

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

( ) (3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

( ) (4) Certificate of Interim Exemption

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES                      ( ) NO

(End of Provision)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 48 of 53</b>
	<b>PIIN/SIIN</b> W58RGZ-07-R-0495	<b>MOD/AMD</b>	

**Name of Offeror or Contractor:**

(    ) Yes                      (    ) No

If the offeror checked "Yes" above, the offeror shall --

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 49 of 53</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-2	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-3	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984

L-4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
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Any contract awarded as a result of this solicitation will be a ( ) DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L-5	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

(End of Provision)

L-6	52.233- 2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from -1- .

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 50 of 53</b>
<b>Name of Offeror or Contractor:</b>		

(End of Provision)

L-7                      52.252- 1                      SOLICITATION PROVISIONS INCORPORATED BY REFERENCE                      FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR Clauses:

www.arnet.gov/far

DFARS Clauses:

www.dtic.mil/dfars

Clause Deviations:

www.acq.osd.mil/dp/dars/classdev.html

L-8                      52.252- 5                      AUTHORIZED DEVIATIONS IN PROVISIONS                      APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L-9                      252.215-7003                      EXCESSIVE PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT                      APR/2007

(a) Definition. Excessive pass-through charge, as used in this provision, is defined in the clause of this solicitation entitled ``Excessive Pass-Through Charges'' (DFARS 252.215-7004).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the percent of effort it intends to perform, and the percent expected to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the value added by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of Provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W58RGZ-07-R-0495 MOD/AMD	Page 51 of 53
Name of Offeror or Contractor:		

L-10                    52.204-4000                    SIGNATURE AUTHORITY (USAAMCOM)                    OCT/2000

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

- (1) Furnished as an attachment to its offer; or
- (2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or;
- (3) Furnished upon receipt of a specific request for the information from the contracting officer.

(End of provision)

L-11                    52.209-4006                    FINANCIAL AND TECHNICAL ABILITY (USAAMCOM)                    OCT/1992

(a) If an offer submitted in response to this solicitation is favorably considered, a Government preaward survey team may contact the offeror's facility to assess the offeror's ability to perform.

(b) Current financial statements and other pertinent data shall be made available for examination. The survey team may also evaluate the offeror's system for determining the financial and technical ability of any proposed subcontractors.

L-12                    52.215-4002                    CONTRACT PRICING PROPOSAL (USAAMCOM)                    JUL/2001

(a) Your proposal must Conform with the instructions in FAR 15.403-5(b)(1) and Table 15-2. Prospective offerors are encouraged to submit the maximum information available.

(b) Additionally, one copy of each pricing proposal in excess of \$550,000 shall be submitted to the cognizant Plant Representative Office/Contract Administration Office and one copy to the cognizant Defense Contract Audit Agency (DCAA).

(c) As soon as possible after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

(End of Provision)

L-13                    52.215-4003                    COST OF MONEY (USAAMCOM)                    MAR/2000

Proposed Cost of Money must be submitted by asset type, i.e., land, building, and equipment. Accordingly, the data required by Form Cost Accounting Standards Board - Cost of Money Factors (Form CASB-CMF) must be delineated for each of the three aforesated asset types consistent with Department of Defense (DD) Form 1861, dated JUN 98.

(End of provision)

L-14                    52.215-4716                    PARTICIPATION IN THE PARTNERING PROCESS (USAAMCOM)                    MAY/2003

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American warfighter with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communications, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 52 of 53</b>
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**Name of Offeror or Contractor:**

synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

After contract award, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of the Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering Guide.

For information about the Partnering process and procedures the Partnering Success Guide may be found at [http://www.amc.army.mil/amc/command\\_counsel/partnering.html](http://www.amc.army.mil/amc/command_counsel/partnering.html).

- L-15                    52.219-4000                    SUBMISSION OF SUBCONTRACTING PLAN (USAAMCOM) - ALTERNATE I (USAAMCOM)                    OCT/2000
- (a) Concurrent with the offer in response to this solicitation, the offeror shall submit five (5) copies of the subcontracting plan required by the clause in Section I, FAR 52.219-9, entitled "Small Business Subcontracting Plan". Note that such a plan is not required of offerors that are small businesses.
- (b) Each page of the subcontracting plan shall be marked with solicitation number and date, and may also be marked with other codes or identification symbols to aid in later identification. If this is a negotiated acquisition, the subcontracting plan may be negotiated along with the cost, technical, and managerial features of the offeror's proposal.
- (c) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgement of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. Offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (including Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the proposal's total subcontracting dollars.

(End of provision)

- L-16                    52.229-4000                    CALIFORNIA SALES AND USE TAX (USAAMCOM)                    AUG/2001
- If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost- Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Provision)

- L-17                    52.233-4703                    AMC-LEVEL PROTEST PROGRAM                    MAY/2004
- If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W58RGZ-07-R-0495 <b>MOD/AMD</b>	<b>Page 53 of 53</b>
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**Name of Offeror or Contractor:**

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd, Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command  
Office of Command counsel  
Room 2-1SE3401  
1412 Jackson Loop  
Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/bidprotest.html](http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html)

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

L-18      52.245-4003      PROCEDURES TO BE FOLLOWED IN OBTAINING PERMISSION TO USE GOVERNMENT-OWNED PRODUCTION PROPERTY (USAAMCOM)      OCT/1992

(a) The Government will not provide any new production equipment for use under any contract resulting from this solicitation. Moreover, it will not authorize movement of existing production equipment into a contractor's plant for use under such a contract, unless there are circumstances that bring the situation within the exceptions set forth in FAR 45.302-1. Bidders/Offerors are expected to furnish information that will assist the contracting officer in deciding whether to support any such request.

(b) Any Government-owned production property which may be in the possession of a Bidder/Offeror or its subcontractors may, if approval for use can be obtained from the cognizant Contracting Officer, be authorized for use on a rent-free basis, subject to the evaluation factors set forth in the Section M Provision entitled "Evaluation Procedures to Eliminate Competitive Advantage From Rent Free Use of Government-Owned Production and Research Property". Bidders/Offerors desiring to use such property must (i) identify it specifically (generalized identification such as by reference to a Government contract or schedule thereof, under which such property is held, is not sufficient identification and is not acceptable to the Government), (ii) list the Government's acquisition cost and location of each line item of such property, (iii) furnish proof that the cognizant Contracting Officer has authorized its use, (iv) identify the facilities contract or other instrument under which the property is held, (v) indicate the months during which such property will be available for use on this contract, including the first, last, and all intervening months, and (vi) with respect to any such property which will be used concurrently in the performance of two or more contracts, indicate the amounts of the respective uses in sufficient detail to support the prorating required by FAR 45.205(b)(3), provided Bidders/Offerors requesting rent-free use in accordance with paragraph (c) of the provision in Section M entitled "Evaluation Procedures to Eliminate Competitive Advantages From Rent-Free Use of Government-Owned Production and Research and Property" may limit their details to those specified therein.

(c) No use of Government-owned production property shall be authorized unless such is approved in writing by the cognizant Contracting Officer and either (i) rent is charged, (ii) the contract price is reduced by an equivalent amount, or (iii) rent-free use is evaluated by factors set forth herein.

NOTE: In responding to Invitations For Bids only, Bidders who condition their bids on use of Government-owned production property, who do not furnish all the information required by paragraph (b) above prior to the time set for bid opening, shall be considered non-responsive.

L-19      The Government contemplates award of a contract with both Firm Fixed Price and Cost Reimbursable CLINS as set forth in Section B of this solicitation. It is requested that your cost proposal be submitted in Excel format.

\*\*\* END OF NARRATIVE L0001 \*\*\*